



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

December 8, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**EXTENSION AMENDMENT TO ELEVEN NON-COUNTY  
TRAUMA CENTER SERVICE AGREEMENTS AND  
APPROVE FISCAL YEAR 2005-06 STATE TRAUMA CARE FUNDING**  
(All Districts) (4 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services, or his designee, to offer and execute extension amendments, on substantially similar terms as per the existing agreements, to Trauma Center Service Agreements with the eleven non-County trauma hospitals identified in Attachment B, upon prior review and approval by County Counsel, to extend the Agreement terms on a month-to-month basis, effective January 1, 2006 through March 31, 2006, to continue the current Trauma Center Service Program, with a signing deadline of January 31, 2006 for each hospital, in order to maintain the Los Angeles County Trauma Center System.
2. Authorize the continued claims-based reimbursement to non-County trauma centers for care provided to eligible indigent patients, effective January 1, 2006 through March 31, 2006, with payment at rates previously approved by the Board on June 24, 2003, for ten non-County trauma centers, with a maximum obligation of \$3.7 million; and authorize the continued claims-based reimbursement to California Hospital Medical Center with a maximum obligation of \$0.7 million with payment at rates previously approved by the Board on November 16, 2004.
3. Delegate authority to the Director of Health Services, or his designee, to sign an agreement, substantially similar to Exhibit I (Contract No. EMS-5067), for Fiscal Year 2005-06 with the State Emergency Medical Services Authority and to execute all certifications and other documents necessary for implementation of the agreement to receive funding in the amount of \$2,194,423 to be administered by the County Emergency Medical Services Agency for distribution of the Los Angeles County portion of the State Trauma Care Fund (AB 131).

4. Approve an appropriation adjustment in the amount of \$2,194,000 to increase expenditure authority in the Fiscal Year 2005-06 Department of Health Services Final Budget to distribute the State Trauma Care Funds for reimbursement of care to eligible indigent patients pursuant to policies and procedures contained in the Trauma Center Service Hospital Agreement.
5. Delegate authority to the Director of Health Services, or his designee, to sign any forthcoming Standard Agreement with the State Emergency Medical Services Authority and execute all other certifications and other documents necessary to implement the related agreements for the period of July 1, 2006 through June 30, 2007, and for the subsequent Fiscal Years through June 30, 2008, with substantially similar terms and State Trauma Care Fund amounts as set forth in the State agreement for Fiscal Year 2005-06, upon review and approval by County Counsel and the Chief Administrative Office, to continue the distribution of the Los Angeles County portion of the State Trauma Care Fund.
6. Delegate authority to the Director of Health Services, or his designee, to sign amendments to the Fiscal Year 2005-06 State Trauma Care Fund Agreement and for the subsequent fiscal year, through June 30, 2008, with the State Emergency Medical Services Authority upon review and approval by County Counsel, to accept additional State Trauma Care Funds of up to 25 percent of the base amount of the Standard Agreement on substantially similar terms and to report any such amendments to your Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommended actions will enable the Department of Health Services (DHS or Department) to extend and maintain the current Trauma Center Service (TCS) Agreement with eleven non-County trauma centers and two County-operated trauma centers effective January 1, 2006 through March 31, 2006, while negotiations with the private hospitals continue, and to accept and distribute Fiscal Year (FY) 2005-06 State Trauma Care Funds (STCF) in the amount of \$2,194,423 to trauma hospitals in Los Angeles County for care to eligible indigent patients.

FISCAL IMPACT/FINANCING:

Each trauma center shall pay the annual trauma fee at such time that negotiations for reimbursement are complete, but no later than June 30, 2006.

The County incurs initial costs associated with deferring the annual trauma fee for County FY 2005-06 which offsets a portion of the trauma system monitoring, evaluation, and data collection. However, participating trauma centers shall pay the annual trauma fee when negotiations for reimbursement are complete, but no later than June 30, 2006.

Payment to ten non-County trauma centers and California Hospital Medical Center will be paid at the rates approved by the Board on June 24, 2003, and November 16, 2004, respectively, for reimbursement of care provided to eligible indigent patients from January 1, 2006 through March 31, 2006. The maximum obligations for the three-month extensions of the TCS Agreements with the ten non-County trauma centers and California Hospital Medical Center will be \$3.7 million and \$0.7 million, respectively. There are sufficient appropriations in the Department's FY 2005-06 Final Budget to make the expenditures required by the extension of the TCS Agreement.

An appropriation adjustment in the amount of \$2,194,000 is being requested to increase expenditure authority in the FY 2005-06 DHS Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Trauma Center Service Agreements

On June 24, 2003, the Board approved an Agreement with ten non-County trauma centers for FYs 2003-04 to ensure the continued provision of trauma services in Los Angeles County. On November 16, 2004, the Board approved an Agreement with California Hospital Medical Center effective December 1, 2004 through June 30, 2005.

Through subsequent amendments, and most recently on June 21, 2005, the Board approved Amendment No. 1 to the Agreement with California Hospital Medical Center and Amendment No. 3 with the remaining ten non-County trauma centers, to extend the term on a month-to-month basis effective from July 1, 2005 through December 31, 2005.

Amendment No. 4 to the ten non-County trauma hospitals and Amendment No. 2 to California Hospital Medical Center will extend their terms on a month-to-month basis effective January 1, 2006 through March 31, 2006. Reimbursement will be in accordance with term and rates previously approved by the Board.

County Counsel will approve the TCS amendments as to form prior to their distribution to the non-County trauma centers for signatures.

The two County-operated trauma centers (LAC+USC Harbor-UCLA Medical Centers) also operate under the same programmatic terms of the standard agreement as a Memorandum of Understanding (MOU), as required by State trauma regulations. The two County-operated trauma centers will sign MOU amendments to extend the term through March 31, 2006.

State Trauma Care Fund Agreement

On October 31, 2005, the Department received Standard Agreement No. EMS-5067 for FY 2005-06 from the State Emergency Medical Services Authority (EMSA).

As required by State law, the Department will initiate a competitive grant-based system to award funding to the eligible trauma hospitals. Upon demonstrating that a trauma center needs funding due to care to a high volume of uninsured patients, the Department shall award funding upon one or more of the following criteria: 1) preservation and restoration of special physician and surgeon on-call coverage, 2) acquisition of trauma equipment, 3) creation of overflow or surge capacity, and 4) coordination of patient transportation to other trauma centers so that specialty services and a higher level of care can be provided without undue delay.

County Counsel has approved the State EMSA Standard Agreement (Exhibit I) as to use and form.

Attachments A and B provide additional information.

CONTRACTING PROCESS:

Non-County trauma centers receiving TCS Agreements are current participants in the County's trauma system and satisfy the State and County criteria and conditions for such participation.

It is not appropriate to advertise these amendments or the Standard Agreement on the Office of Small Business' Countywide Web Site.

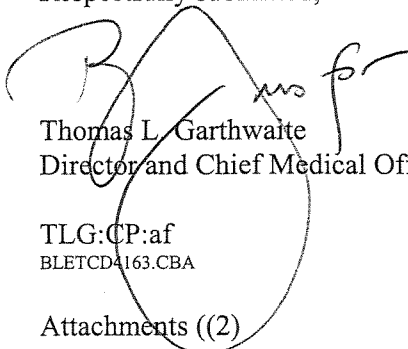
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The TCS Agreement amendments with the eleven non-County trauma centers will maintain the current level of trauma program services for an additional three-month period.

Accepting and distributing additional Trauma Care Funds will allow the County to maintain the current level of trauma program services for extension term of the trauma service amendments.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite  
Director and Chief Medical Officer

TLG:CP:af  
BLETCDA163.CBA

Attachments ((2))

- c: Chief Administrative Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Auditor-Controller
- Chair, Emergency Medical Services Commission
- Health Care Association of Southern California
- Los Angeles County Medical Association
- Physician Reimbursement Advisory Committee
- Trauma Hospital Advisory Committee
- Affected Hospitals
- State Department of Health Services

## SUMMARY OF AGREEMENT

### Part I

1. TYPE OF SERVICE:

Trauma Services at eleven non-County trauma centers.

2. LOCAL EMERGENCY MEDICAL SERVICES (EMS) AGENCY:

Department of health Services  
Emergency Medical Services Agency  
5555 Ferguson Drive, Suite #220  
Commerce, California 90022  
Attention: Carol Meyer, Director  
Telephone: (323) 890-7545

3. HOSPITALS:

See Attachment B.

4. TERM OF AGREEMENT:

The eleven non-County trauma center agreements are scheduled to expire on December 31, 2005, the amendments extend the agreements for an additional three months, to and including March 31, 2006.

5. FINANCIAL INFORMATION:

Each trauma center shall pay the annual trauma fee at such time that negotiations for reimbursement are complete, but no later than June 30, 2006.

The County incurs initial costs associated with deferring the annual trauma fee for County Fiscal Year 2005-06 which offsets a portion of the trauma system monitoring, evaluation, and data collection. However, participating trauma centers shall pay the annual trauma fee when negotiations for reimbursement are complete, but no later than June 30, 2006.

Payment to ten non-County trauma centers and California Hospital Medical Center will be paid at the rates approved by the Board on June 24, 2003, and November 16, 2004, respectively, for reimbursement of care provided to eligible indigent patients from January 1, 2006 through March 31, 2006. The maximum obligations for the three-month extensions of the TCS Agreements with the ten non-County trauma centers and California Hospital Medical Center will be \$3.7 million and \$0.7 million, respectively. There are sufficient appropriations in the Department's FY 2005-06 Final Budget to make the expenditures required by the extension of the TCS Agreement.

### Part II

1. TYPE OF SERVICE:

Standard Agreement with the State Emergency Medical Services (EMS) Authority provides funds for reimbursement to trauma hospitals for care given to eligible indigent patients pursuant to policies and procedures contained in the Trauma Services Hospital Agreement.

2. CONTACT PERSONS:

State Emergency Medical Services Authority  
1930 9<sup>th</sup> Street  
Sacramento, California 95814  
Attention: Carol MacRae, Contracts Manager  
Telephone: (916) 322-4336

Department of Health Services  
Emergency Medical Services Agency  
5555 Ferguson Drive, Suite #220  
Commerce, California 90022  
Attention: Carol Meyer, Director  
Telephone: (323) 890-7545

3. HOSPITALS:

See Attachment B.

4. TERM OF AGREEMENT:

The term of Standard Agreement No. EMS-5067 with the State EMS Authority is effective retroactively to July 1, 2005 through June 30, 2006.

5. FINANCIAL INFORMATION:

The State will provide funding in the amount of \$2,194,423 under Standard Agreement No. EMS-5067, to be used to pay trauma hospitals for the care provided to eligible indigent patients during this fiscal year. This will be in addition to funds available in the Department's FY 2005-06 Final Budget. Acceptance of the STCF funds would reduce, or potentially eliminate, the need to utilize some or all of the original \$2.2 million in Measure B revenue included in the FY 2005-06 Final Budget.

6. GEOGRAPHIC AREA SERVED:

Countywide.

7. ACCOUNTABLE FOR PROGRAM MONITORING:

Local EMS Agency.

8. APPROVALS:

Local EMS Agency:

Carol Meyer, Director

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to use and form):

Edward A. Morrissey, Deputy

**DESIGNATED TRAUMA CENTERS**

<b><u>TRAUMA CENTER</u></b>	<b><u>AGREEMENT NO.</u></b>
California Hospital Medical Center	H-700741
Cedars-Sinai Medical Center	H-300384
Childrens Hospital Los Angeles	H-300379
Henry Mayo Newhall Memorial Hospital	H-300381
Huntington Memorial Hospital	H-300378
Long Beach Memorial Medical Center	H-300385
Northridge Hospital Medical Center	H-300383
Providence Holy Cross Medical Center	H-300380
St. Francis Medical Center	H-300376
St. Mary Medical Center	H-300506
UCLA Medical Center	H-300382

**COUNTY TRAUMA HOSPITALS**

Harbor/UCLA Medical Center	H-300386 (MOU)
LAC+USC Medical Center	H-300377 (MOU)

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S.  
No.

DEPARTMENT OF Health Services

November 22, 2005

## AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

FISCAL YEAR 2005-06

4-VOTES

SOURCES:

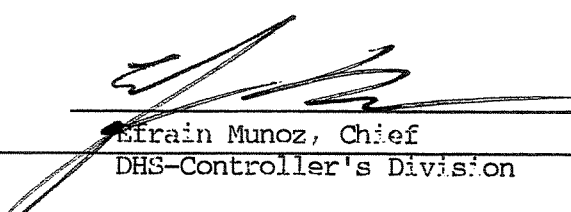
Hospital Services Account	
State Other Revenue	
BW8-HS-41148-8831	\$2,194,000
Total	<u>\$2,194,000</u>

USES:

Hospital Services Account	
Services and Supplies	
BW8-HS-41148-2000	\$2,194,000
Total	<u>\$2,194,000</u>

Justification:

Approve the budget adjustment to increase revenue and appropriation authority for the Fiscal Year 2005-06 Department of Health Services' Hospital Services Account to reflect unanticipated State Trauma Care Funds in the amount of \$2,194,000, which will be distributed to trauma hospitals in Los Angeles County for care to eligible indigent patients.

EM:br:mr  
11/22/05
  
 Brian Munoz, Chief  
 DHS-Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF  
ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

DECEMBER 6, 2005

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY *Wade J. ...*APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

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AGREEMENT NUMBER <b>EMS-5067</b>
REGISTRATION NUMBER <b>4120100598554</b>

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: July 1, 2005 through June 30, 2006

3. The maximum amount of this Agreement is: **\$2,194,423.00**  
Two Million One Hundred Ninety Four Thousand Four Hundred Twenty-Three Dollars and No/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B-1	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 1005
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Carol Meyer, Director, EMS

ADDRESS

5555 Ferguson Drive, Suite 220  
Commerce, California 90022

**STATE OF CALIFORNIA**

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cesar A. Aristeiguieta, M.D., Director

ADDRESS

1930 9<sup>th</sup> Street, Sacramento, California 95814

California Department of General  
Services Use Only

☐ Exempt per:

**Exhibit A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**Background Information**

The Governor's Fiscal Year 2005/06 budget provided the Emergency Medical Services (EMS) Authority with \$10 million from the General Fund to help support California's trauma centers. This funding is to be divided by the EMS Authority among local EMS agencies that have a trauma center or centers based upon the percentage of trauma patients statewide. The statute (AB 131, Chapter 80, Statutes of 2005) sets out provisions governing the use of the funds including how the funding is to be apportioned to the local EMS agencies and specific timelines which must be adhered to by the EMS Authority. See Health and Safety Code section 1797.199(d), 1797.199(d)(1), and 1797.199(e)(2) below:

1797.199(d) Within 30 days of the effective date of the enactment of an appropriation for purposes of implementing this chapter, the authority shall request all local EMS agencies with an approved trauma plan, that includes at least one designated trauma center, to submit within 45 days of the request the total number of trauma patients and the number of trauma patients at each facility that were reported to the local trauma registry for the most recent fiscal year for which data are available, pursuant to Section 100257 of Title 22 of the California Code of Regulations. However, the local EMS agency's report shall not include any registry entry that is in reference to a patient who is discharged from the trauma center's emergency department without being admitted to the hospital unless the non admission is due to the patient's death or transfer to another facility. Any local EMS agency that fails to provide these data shall not receive funding pursuant to this section.

1797.199(d)(1) The amount provided to each local EMS agency shall be in the same proportion as the total number of trauma patients reported to the local trauma registry for each local EMS agency's area of jurisdiction compared to the total number of all trauma patients statewide as reported under subdivision (2).

1797.199(e)(2) The authority shall send a contract to each local EMS agency that is to receive funds within 30 days of receiving the required data and shall distribute the funds to a local EMS agency within 30 days of receiving a signed contract and invoice from the agency.

**1. Contractor agrees:**

- 1. To establish within the EMS agency an administrative process for the distribution of the Trauma Care Fund.**
- 2. To develop a competitive grant-based system [based upon the requirements in 1797.199(f)] for distribution of the Trauma Care Fund.**

Task 2.1 Grant proposals shall demonstrate that funding is needed because the trauma center cares for a high percentage of uninsured patients.

Task 2.2 Grant proposals must satisfy one or more of the criteria specified in Health and Safety Code 1797.199(f) (1) – (4).

**Exhibit A  
(Standard Agreement)**

- (1) The preservation or restoration of specialty physician and surgeon on-call coverage that is demonstrated to be essential for trauma services within a specified hospital.
  - (2) The acquisition of equipment that is demonstrated to be essential for trauma services within a specified hospital.
  - (3) The creation of overflow or surge capacity to allow a trauma hospital to respond to mass casualties resulting from an act of terrorism or a natural disaster.
  - (4) The coordination or payment of emergency, non-emergency, and critical care ambulance transportation that would allow for the time-urgent movement or transfer of critically injured patients to trauma centers outside of the originating region so that specialty
3. To develop policies/procedures for the distribution of the Trauma Care Fund in accordance with statutes.
4. To create an advisory committee to the EMS agency on the distribution of the Trauma Care Fund (recommended).
5. To complete a contract with each designated trauma center to include:
  - Task 5.1 Appropriate trauma registry data transmission to the EMS agency for the purposes of Trauma Care Fund distribution.
  - Task 5.2 Assurance that funds are not being used to supplant existing funds designated for trauma services or training ordinarily provided by the trauma hospital.
  - Task 5.3 Assurance that facility cares for a high percentage of uninsured patients.
  - Task 5.4 Facility agrees to remain a trauma center through June 30 of the fiscal year in which it receives funding. If not:
    - 5.4.1 Trauma center agrees to refund EMS agency a prorated portion of funding received if it ceases functioning as a trauma center.
    - 5.4.2 EMS agency agrees to re-distribute refunds to remaining trauma centers.
    - 5.4.3 EMS agency agrees to return refunds to EMSA if no trauma centers remain.
  - Task 5.5 Report to the EMS agency how the funds were used to support trauma services pursuant to the requirements in 1797.199(f) and the request of the EMS agency.
6. To provide data [pursuant to Health and Safety Code, §1797.199(d)] within 45 days of each request by the EMS Authority.
  - Task 6.1 Ensure data is in accordance with Health and Safety Code 1797.199(d).

**Exhibit A**  
**(Standard Agreement)**

Task 6.2      Audit trauma center(s) for compliance with data requirements annually within two years of the fund distribution to ensure appropriate reporting. EMS agency should take active role in ensuring reporting requirements are followed and submit copy of audit report to the EMS Authority.

7. To develop a procedure for trauma centers to pay back to the EMS agency a pro rata portion of the funding that has been received if the trauma center ceases functioning as a trauma center prior to June 30 of the fiscal year in which it receives funding per Health and Safety Code §1797.199(h).

7.1      Develop a procedure for the distribution of the returned funds to the remaining trauma centers, if one or more trauma centers are remaining in the system.

7.2      Develop a procedure for the return of funds to the EMS Authority, if there are no remaining trauma centers in the system.

8. To provide a report to the EMS Authority in accordance with the Health and Safety Code §1797.199(l) by December 31 of the fiscal year following any fiscal year in which funds were distributed.

2. The project representatives during the term of this agreement will be:

State Agency: Emergency Medical Services Authority	Contractor: County of Los Angeles/EMS Agency
Name: Donna Nicolaus	Name: Carol Meyer, Director
Phone: (916) 322-4336, ext. 412	Phone: (323) 890-7500
Fax: (916) 324-2875	Fax: (323) 890-8528

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: County of Los Angeles/EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Carol Meyer, Director
Address: 1930 9 <sup>th</sup> Street, Sacramento, CA 95814	Address: 5555 Ferguson Drive, Suite 220 Commerce, California 90022
Phone: (916) 322-4336, ext. 422	Phone: (323) 890-7500
Fax: (916) 322-1441	Fax: (323) 890-8528

**Exhibit B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1) Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Carol MacRae, Contracts Manager  
Emergency Medical Services Authority  
1930 9<sup>th</sup> Street  
Sacramento, CA 95814

Final Invoices must be submitted no later than sixty (60) days after the end date of the contract.

**2) Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3) Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B-1  
(Standard Agreement)**

**Budget Categories**

<b>BUDGET CATEGORIES</b>	<b>State General Fund</b>	<b>Total</b>
Professional Services	\$2,172,479.00	\$2,172,479.00
Administrative/Indirect (1%)	\$21,944.00	\$21,944.00
<b>TOTALS</b>	<b>\$2,194,423.00</b>	<b>\$2,194,423.00</b>

**Budget Detail/Narrative**

**Professional Services: \$2,172,479.00**

The 14 trauma centers located within the County of Los Angeles will be awarded Trauma Care Funds totaling \$2,172,479.00 based on the outcome of a competitive grant process and execution of an agreement/MOU.

**Administrative/Indirect Cost: \$21,944.00**

Administrative/Indirect costs are to include but not limited to the following: accounting, budgeting, communications, materials & supplies, etc.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **The Contract Manager** for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget, Invoices, Reports, etc. may be directed to her attention.
2. **Disputes:** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.
3. **Reports:** The Contractor agrees to submit a report to the EMS Authority in accordance with the Health and Safety Code §1797.199 (l) by December 31 of the fiscal year following any fiscal year in which funds were distributed.
4. **Training, Seminars, Materials:** Any Training Seminars, and materials for such Seminars, should have prior approval by the State EMS Authority.
5. **Disclosure Requirements:** (a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total costs for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Government Code 7550 (a-b)
6. **Media:** The contractor shall be required to acknowledge the support of the EMS Authority when publicizing the work under the contract in any media.
7. **Subcontracts:** All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:
  - a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
  - b) Specification of the services to be provided.
  - c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
  - d) Subcontractor's agreement to submit reports as required by Contractor.

**Prior approval of Subcontracts:** All subcontracts exceeding \$2,500 should be approved by the EMS Authority.

**Public Records:** Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

**EXHIBIT D**  
**(Standard Agreement)**

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated. Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

**Potential Subcontractors:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.



CCC-1005

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>County of Los Angeles</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.